

Project Agreement

Desktop **Acquisition** **ReMAP Team**

for the

U.S. Patent and Trademark Office



Solicitation Number
52-PAPT-9-01007

Project Agreement

Desktop Acquisition ReMAP Team

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1. BACKGROUND & PURPOSE

The United States Patent and Trademark Office (PTO), Office of the Chief Information Officer (OCIO), seeks to award a contract to acquire a variety of microcomputers, laptops, supporting peripherals and components, hereafter referred to as the “project.” This contract will provide the resources needed to succeed the existing microcomputer contract.

For purposes of this Project Agreement (PA):

- The term “workstation” is synonymous with either microcomputer mini-tower or laptop;
- “Commercial documents” are defined as commercially available product literature including specification sheets;
- “Close of Business” or “COB” is designated as 2:00 p.m., Eastern Standard Time (EST);
- “DOA” is Dead on Arrival. Any item that is non-functional upon delivery to the customer site;
- “Lemon” is any item that experiences three (3) failures within thirty (30) days after installation at the customer site;
- “Table 1” is a representative CLIN list that is to be used for initial evaluations of Offerors’ response to this PA. See Section 7 Steps 1-4;
- “Table 2” is the complete CLIN list that will be used for the final evaluation. See Section 7 Step 5.

In fulfilling this objective, PTO will be using a streamlined acquisition process known as the Reengineered Mission Acquisition Process (ReMAP). Background information regarding ReMAP, formerly known as CONOPS, can be found in the document entitled “Department of Commerce Case for Change,” available at www.doc.gov/oam/conops. In order to successfully implement this acquisition process, the Government seeks the cooperation of the vendor community in an effort to conduct business fairly, in an atmosphere of integrity and openness. The PTO highly encourages the use of alternative dispute resolution procedures to settle any disagreement resulting from the use of this Project Agreement (PA) such as the Department of Commerce’s (DOC) agency level protest procedures which are included in this PA by reference. (See Federal Acquisition Regulation (FAR) clause 33.103.)

In order to satisfy the needs of all interested parties within PTO, a cross-functional Project Team has been formed. This Project Team is empowered to acquire a variety of microcomputers, supporting peripherals and components to support the PTO.

The Project Agreement serves as a communication link with industry regarding this requirement, and also establishes a formal agreement between the Project Team and its sponsor, the Chief Information Officer (CIO). Contained within this PA is the project objective, Project Team

authority, estimated budget, high-level milestones, and associated ground rules. This Project Agreement also serves as the PTO's Statement of Need.

The Government Performance and Results Act (GPRA) places management expectations and requirements on Federal agencies by creating a framework for more effective planning, budgeting, program evaluation and fiscal accountability for Federal programs. The intent of this act is to focus clearly on results and to improve public confidence in Federal agency performance by holding agencies accountable for achieving program goals. GPRA requires agencies to define their mission, establish goals, and determine how those goals will be met, establish performance measures, use the information gathered from those performance measures to make improvements, and report on their accomplishments. PTO's streamlined acquisition process uses GPRA as its springboard to launch new projects and acquisitions.

In keeping with GPRA, the Clinger-Cohen Act of 1996 (CCA) was enacted to require that agencies set goals, measure performance, and report on progress in improving the efficiency and effectiveness of operations through the use of information technology. Consistent with GPRA and CCA, any contract resulting from this Project Agreement will contain performance-based measures emphasizing high-quality, timely products, and services to our customers.

Use of small, small disadvantaged, and women-owned business concerns as prime and/or subcontractors in Government contracts is a matter of national interest with both social and economic benefits. The Department of Commerce has set contracting goals of 44% for small business, 18% for small disadvantaged business, and 8% for women-owned small business for fiscal year 1999.

2. AUTHORITY

This Project Agreement is hereby authorized by the CIO of the PTO and is identified as a requirement of the PTO, Office of the Chief Information Officer (OCIO). The OCIO is tasked with the development, maintenance, enhancement, and operation of PTO's automated information systems and the underlying information technology infrastructure. This project is also authorized under the PTO Strategic Information Technology Plan (SITP) for Fiscal Years 1999 - 2004, published in December 1998. The SITP contains details regarding the PTO's comprehensive mission statement, goals, and objectives. Copies of the SITP are available to the public from PTO's Internet site, www.uspto.gov/web/offices/cio/cio-docs.htm.

No interpretation of any provision of this Project Agreement, including interpretations of the specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

3. MEMBERS

Members of this Project Team consist of a Project Team Leader, who has overall authority and responsibility for the successful accomplishment of the Project Objective and fulfillment of the terms of this Project Agreement and others who have been selected on the basis of the PTO's cross-functional needs and consist of a warranted procurement official, program representative(s), information technology analyst(s), and a legal representative.

4. EMPOWERMENT

The Project Agreement grants a delegation of procurement authority and empowers the Project Team to take all steps necessary to award the five (5) year, \$171 million contract. This includes the development of an overall project strategy, an acquisition strategy, and selection of the contractor in accordance with PTO's ReMAP Policy (www.uspto.gov/web/offices/ac/comp/proc/process.htm) and subject to applicable statutory and regulatory requirements. No further authorizations are required.

5. PROJECT OBJECTIVE

The objective of this Project Agreement is to position PTO to fully use technology and information technology advances over the next several years to benefit its core business mission, the examination, granting, and dissemination of patents and trademarks.

Patent and Trademark Office employees are critically dependent on desktop workstations to access major PTO mission-critical automated systems and to perform their day-to-day work using commercial office automation software and Government-developed applications. These desktop workstations are used in a networked office environment for a variety of functions. The functions include, but are not limited to, text and image search of large collections of patent and trademark databases, word processing, spreadsheets, databases, communications, groupware, project management, personnel management, financial and procurement systems, software development, network management, workflow tracking, and access to other Government and commercial databases.

Mission-critical automated systems, including those currently under development require robust hardware capabilities at the desktop. The requirements described in this Project Agreement support the PTO's strategy to remain technologically current into the next century in order to provide cost-effective services to its global customers.

This requirement is for commercially available off-the-shelf (COTS) desktop microcomputers, laptops, peripherals and PTO-installable components (such as adapter cards and additional storage devices), along with contractor-provided warranty and life cycle support for the hardware and software. The requirement also includes provisions for technology enhancements to prevent acquisition of obsolescent items and to satisfy the increased requirements of new automated information systems under development at the PTO. The actual quantity of equipment to be acquired cannot be precisely stated and orders will fluctuate over time.

The required desktop microcomputer is an Intel Pentium series processor running at a minimum of 450 MHz, a 17-inch or 21-inch high-resolution color monitor, a minimum 9 GB hard disk, 128 MB of SDRAM memory, and peripherals such as DVD readers. The microcomputer shall provide effective performance for all office automation and information-processing capabilities needed by existing information systems critical to PTO's business mission. The requirement also includes a number of optional components and a Microsoft® Windows NT operating system. The minimum requirements stated above are mandatory.

The Offeror shall provide:

- 1) Microcomputers, laptops, and peripheral equipment;
- 2) Responsive contract management;
- 3) Operating system software, including software upgrades and updates;
- 4) Hardware and software manuals and publications (electronic format);
- 5) Ordering and delivery;
- 6) Warranty; and
- 7) Technology infusion and enhancements of obsolete or out-of-production items.

5.1 Mandatory Specifications for Microcomputer and Peripheral Equipment

All hardware, software, and firmware provided under this contract shall be commercially available off-the-shelf (COTS) and in current production. This means that items offered by the Contractor have been: (1) formally announced for marketing purposes on or before the closing date of this Project Agreement, (2) may be demonstrated during evaluation of proposals to validate that the items meet the requirements of this specification (brand name or equivalent as specified on the Contract Line Item Number (CLIN) list), and (3) can be provided according to the delivery requirements of this Project Agreement and the resulting contract.

The Pentium series desktop microcomputer required is an Intel Pentium 450MHz minimum or equivalent microprocessor including Pentium II Motherboard with Intel 440BX Chipset including the Intel 82443BX Chipset Accelerated Graphics Port (AGP), 128MB SDRAM, Network Interface Card (NIC), Surge Suppressor, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, SCSI DVD, Enhanced Sound Card Including Speakers, Headset, and Microphone.

All equipment shall be fully configured, Year 2000 compliant and free from manufacturer defects. Fully functional desktop workstations shall have all internal components installed, storage devices formatted, and a Microsoft® Windows NT operating system loaded including a 1GB FAT partition. Fully functional laptops shall have all internal components installed, storage devices formatted, and a Microsoft® Windows 98 operating system loaded.

A detailed chart of contract line item numbers (CLINs) and specifications for the base year and the four (4) option years is listed in Table 2. Individual line items shall be compatible and interoperable with the applicable workstations and with one another to allow flexibility in configuring hardware and software products acquired under this contract, unless otherwise indicated. Each line item may be ordered separately unless otherwise indicated.

5.2 Contract Management

The Offeror shall manage the full range of production and manufacturing efforts, integration, delivery, warranty, and other lifecycle services necessary to fulfill the requirements specified herein.

The Offeror shall have the capability to deliver workstation equipment and peripherals in a timely manner. The Offeror shall additionally have the ability to accommodate fluctuating ordering trends and to re-prioritize orders based on PTO's request.

The Offeror shall provide a single point of contact for order processing that will afford PTO the means to determine the status of orders. The Offeror shall provide the PTO with an electronic monthly report detailing the orders received, delivered status of all warranty and Return Material Authorization (RMA) items and remaining quantities for each CLIN. The Offeror shall also provide and maintain an electronic database of CLINs, their specifications and current prices. The electronic database shall include an indication of which CLINs are dependent on other CLINs to operate (e.g. adapters). Copies of all electronic files will be submitted in accordance with guidance provided by the Contracting Officer (CO) or his/her designated representative.

The contract will require a quarterly review for prospective price redetermination, which will allow the PTO to renegotiate prices to reflect the commercial marketplace. Any price adjustment will be mutually agreed upon by the parties and will provide, at a minimum, quarterly price evaluations to determine if contract prices of specific items are in alignment with established market prices. No later than fifteen (15) calendar days before the end of the quarter, the Offeror shall be required to submit a revised price proposal for all CLIN items. Upon the Government's review of the Offeror's proposal and completion of a market and price analysis, the Offeror and the Government will enter into negotiations to determine fair and reasonable prices for supplies to be delivered in the next quarter.

5.3 Operating System Software

Offeror shall provide, install and deliver all desktop microcomputer systems with a Microsoft® Windows NT operating system. Each desktop microcomputer system must be configured with a 1GB FAT partition. Fully functional laptops shall have Microsoft® Windows 98 operating system loaded. All software licenses shall transfer to the Government at the time of delivery. Deployment of any patch, release or version change will be made at the written direction of the CO or his/her designee.

5.4 Hardware and software manuals and publications

At the time of delivery, the Offeror shall furnish one copy of the most current version of the commercial user manuals, installation instructions, and other publications normally provided for the operating system and components installed for each workstation delivered. This documentation is to be on electronic media, magnetic or optical, compatible with the workstations.

Initially, and then ten (10) business days prior to delivery of any changed CLIN, the Offeror shall furnish at no additional cost, the following for PTO's desktop system configuration library:

- For each change in the configuration of equipment delivered, a record of how the workstation or peripheral has been configured (e.g., devices, adapters, memory); and
- For each actual configuration or modification delivered, one complete set of set-up software, drivers, and documentation on installation, configuration, error handling, and troubleshooting that addresses the change.

5.5 Ordering and Delivery

The PTO will define individual configurations (e.g., monitor, disk drive, and other components) when orders are placed. The PTO may also order individual CLINs as needed.

All equipment ordered under this contract shall be delivered within thirty (30) calendar days from issuance of the order by the Contracting Officer unless an extended delivery period is provided for in the order. The Offeror is obligated to make delivery F.O.B. destination within consignee's premises. Delivery location shall be PTO's warehouse currently located in Alexandria, VA. Receiving hours for deliveries are between 8:30 a.m. and 4:30 p.m., Eastern Standard Time, Monday through Friday, excluding U.S. Government holidays. All deliveries shall be coordinated with PTO's warehouse personnel.

The following U.S. Government holidays are currently observed by this agency:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

5.6 Warranty, Lemon Policy, Spare Parts Pool

The Offeror shall furnish, without additional charge to the PTO, a warranty, a lemon policy, DOA policy and spare parts pool on all offered hardware.

5.6.1 Warranty

The Offeror shall furnish, without additional charge to the PTO, a warranty on each item ordered for a minimum of two (2) years beginning upon date of receipt at the PTO warehouse.

The PTO will use its maintenance contractor, who maintains all PTO workstation hardware, to perform the labor for warranty service. The PTO requires, at no additional cost to PTO or PTO's maintenance contractor, that the Offeror certify PTO's maintenance contractor to perform warranty labor. The PTO requires that the Offeror provide a warranty exchange program with a toll-free phone number and a single point of contact. This program will provide a maximum of ten (10) business days turnaround for all warranty claims. The PTO requires the Offeror to work cooperatively with PTO's maintenance contractor.

The warranty program shall be defined as follows: PTO submits a warranty claim, the Offeror issues an RMA number and sends the warranty part(s) to the PTO. The PTO will then send back the defective part(s) under the issued RMA. Offeror shall bear transportation charges and responsibility for equipment while in transit to and from the Government.

In replacing failed or faulty components, the Offeror shall use new commercially available parts or parts equal in performance to new parts. Parts equal in performance to new parts may be used when approved by the Contracting Officer or his/her designee. Parts, which have been installed under warranty, shall become the property of the Government unless otherwise directed by the Contracting Officer or his/her designee. The Offeror shall provide a similar two (2) year warranty, as described above, on all replacement parts after installation of the part.

The Offeror guarantees that replacement parts for equipment in this contract will be available for the contract period. The Offeror shall notify the Government sixty (60) days before the end of the contract about the continuing availability of replacement parts subsequent to contract expiration. If parts will not be available from the Offeror, the PTO may require the Offeror to furnish data that is available to assist the PTO to obtain replacement parts from another source. For the full warranty term, the Offeror shall provide and maintain a toll-free "preferred customer" telephone line for technical support/problem diagnostics for the PTO from 8:30 a.m. until 5:00 p.m., Eastern Standard Time, Monday through Friday.

Warranty provisions shall not be voided by Government maintenance activity consisting of additional component installation performed by Offeror-trained or otherwise certified maintenance technicians.

5.6.2 Lemon Policy

The Offeror shall furnish, without additional charge to the PTO, a lemon policy that shall include provisions to replace hardware components in the event of three (3) hardware failures of any component within thirty (30) days of installation at the customer site. The workstation unit, in its entirety, shall be considered a single component for this policy.

5.6.3 DOA Policy

The Offeror shall furnish, without additional charge to the PTO, a DOA policy that shall include provisions to replace hardware components delivered non-functional at the customer site. The Offeror will replace the component within seventy-two (72) hours. The workstation unit, in its entirety, shall be considered a single component for this policy.

5.6.4 Spare Parts Pool

The Offeror shall furnish, without additional charge to the PTO, a spare parts pool that shall include provisions to maintain hardware inventory levels sufficient to meet PTO's current service level agreements. This spare parts pool shall be coordinated with the PTO's current maintenance contractor currently located in Alexandria, VA. Upon installation, all spare parts become the property of the PTO.

5.7 Technology infusion and enhancements of obsolete or out-of-production items

PTO's requirement for desktop workstations is continuous and therefore will exceed the technological life of the equipment specified. Several automated information systems currently under development at PTO will require robust image display and processing capabilities, which may not be attainable with the current technology. PTO may solicit and the Offeror is encouraged to propose engineering changes to the equipment and software specifications or other requirements of this contract. These changes may be proposed to: save money; improve performance; save energy; replace End of Life (EOL) items; or satisfy increased information processing requirements at the PTO. If proposed changes to improve performance are necessary to meet increased PTO information processing requirements, the price for the proposed revised requirements shall not exceed the price of the current contract requirements by more than 25%.

Such requests shall be made in writing to the Contracting Officer and the following conditions apply:

- 1) The substituted item(s) shall be fully compatible with item(s) in the CLIN as appropriate;
- 2) The substituted item(s) shall meet or exceed all specifications applicable to the original item(s);
- 3) The substituted item(s) shall meet all of the marketability requirements of the specification to ensure field-proven, COTS configurations;
- 4) The substituted item(s) may undergo benchmark and other specification validation testing.

The fact that the Offeror requests a replacement shall not extend the required delivery dates of any items. Upon approval and acceptance of a replacement, the PTO and Offeror may mutually agree to a reasonable extension of the required delivery dates. In the event that a required item meets its End of Life (EOL), the Offeror and the PTO will mutually resolve any delivery conflicts.

6. ESTIMATED BUDGET

The maximum estimated budget for meeting Project Objectives, as outlined below, resulting from this Project Agreement is \$171 million over five (5) years subject to the availability of funds. PTO business areas will provide funding for this acquisition from their annual operating budgets. PTO funding is explicitly available only for minimum order quantities.

The fully configured desktop microcomputer includes an Intel Pentium series running 450 MHz, 128 MB of SDRAM, 9 GB drive, 21-inch monitor, DVD-ROM drive, bar code scanner, operating system, delivery and warranty.

The following table reflects the projected number of end users. FY1999 and FY2000 figures are based upon FY2000 PTO Corporate Plan (February 3, 1999). Outyears are projected for estimating purposes only. The minimum number of users includes PTO Personnel only and maximum number of users includes PTO Personnel and contractors.

Projected End Users		
Fiscal Year	Minimum Users	Maximum Users
FY1999	6358	8454
FY2000	6801	8787
FY2001	7201	9187
FY2002	7601	9587
FY2003	8001	9987
FY2004	8401	10387

6.1 Minimums

The minimums, as outlined below, will allow for the replacement of 1/10 of the installed desktop microcomputers each year. The minimum number of printers required is 1 per 10 users. Laptop figures are based on 1/10 of the user population. Peripherals include, but are not limited to, high-end devices such as DVD towers and jukeboxes.

Minimums	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total Units
Desktop Microcomputers	680	720	760	800	840	3801
Printers	340	360	380	400	420	1900
Laptops	34	36	38	40	42	190
Peripherals	10	11	12	13	15	61
Total Minimum	1064	1127	1190	1253	1317	5952

6.2 Maximums

The maximums, as outlined below, will allow for the replacement of ½ the installed desktop microcomputers each year. The maximum number of printers required is 1 per 4 users for each year. Laptop figures are based on 1/10 of the user population. Peripherals include, but are not limited to, high-end devices such as DVD towers and jukeboxes.

Maximums	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total Units
Desktop Microcomputers	4394	4594	4794	4994	5194	23968
Printers	2197	2297	2397	2497	2597	11984
Laptops	220	230	240	250	260	1198
Peripherals	20	22	24	27	29	122
Total	6830	7142	7454	7767	8079	37272

7. GROUND RULES FOR THE ACQUISITION/SELECTION PROCESS

This acquisition will generally be conducted according to the Concept of Operations (CONOPS) as described in “Department of Commerce Case for Change” except as stated herein. The PTO is seeking, through this Project Agreement, a single source of information technology as outlined in the Project Objectives.

The dollar value, wide scope of items, production volume, and delivery schedule of this contract preclude setting it aside for small businesses under the normal guidance as mandated by FAR Part 19. The Small Business Administration has established an individual waiver of the Nonmanufacturer Rule for this solicitation. Because of this waiver PTO has reasonable assurance that two or more small business dealers will be able to comply with this requirement. The SIC code for this acquisition is 5045.

It may be deemed appropriate to make an award without discussions. Therefore, all Offerors are advised to submit their most favorable price and terms in response to this Project Agreement.

Steps 1 through 4 outline the methodology for selecting Offerors whose approaches are considered capable of meeting the Project Objectives. There will be a pre-proposal conference to familiarize potential Offerors with PTO’s current workstation environment. After receipt of responses to the Project Agreement, the Project Team will determine those Offerors who have the greatest opportunity for award. At the conclusion of Step 4, Offerors not determined to have the greatest opportunity for award will be eliminated from the selection process and will be debriefed in accordance with FAR 15.505.

Step 1. Publish Project Agreement

The Project Agreement will be published fifteen (15) days after the announcement of the Commerce Business Daily (CBD) on the Current Patent and Trademark Office Acquisition Projects page (www.uspto.gov/go/remap/pto/current.htm). This acquisition is conducted in accordance with the FAR and the ReMAP process.

Step 2. Pre-proposal Conference

Details of the pre-proposal conference will be available from the Current Patent and Trademark Office Acquisition Projects page (www.uspto.gov/go/remap/pto/current.htm).

Step 3. Invite and Receive Vendor’s Submissions

Offerors who wish to respond to the Government’s needs as outlined in this Project Agreement shall submit all documents as defined in Section 8 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the Government (See Section 8E). For purposes of the solicitation process, the FAR clauses listed at www.uspto.gov/go/remap/pto/current.htm are applicable.

Step 4. Review Vendor's Submissions, Identify Viable Approaches, and Conduct Selection

One of the purposes of this step is to conduct a review of each proposal to determine completeness and compliance with the provisions of the Project Agreement. All incomplete and/or non-compliant proposals will be removed from consideration and the Offeror notified.

The other purpose of this step is to determine vendors with the greatest opportunity for award. Offerors who fail to submit the requested information as detailed in Section 8 of the Project Agreement by the due date will not be considered for further evaluation. The factors that will be used for selection are:

A) Management Plan

The management evaluation will assess the Offeror's ability to provide and manage the full range of production, delivery, contract, and program management activities necessary to perform the contract successfully. The Project Team will evaluate the following:

1. Specific management plan for this contract;
2. Warranty plan including DOA policy, lemon policy, and term of warranty;
3. RMA process including turnaround time and sparing levels;
4. Experience delivering large orders to a large metropolitan marketplace;
5. Technical resources and expertise necessary to provide support for equipment provided on this contract and to recommend technology upgrades and infusion of new products;
6. Audited and Certified Financial Statements;

B) Past Performance Statement

The Project Team will assess the Offeror's past and present performance in providing identical or similar products and services in programs of similar size and complexity. The Project Team will consider overall customer satisfaction with the business relationship and management responsiveness. The Project Team will also evaluate customer satisfaction with individual aspects of the program, including product compliance with requirements, on-time delivery, integration effectiveness, quality and timeliness of warranty service, and recall and repair rates. During the evaluation process, the Project Team may use a variety of information sources including, but not limited to, the Offeror's proposal, technical reports, magazine articles, and any commercially available published information, as well as contacts with present and past commercial and Government customers.

C) Representative Technical Review

The PTO will evaluate the quality, completeness, and degree of commerciality of offered products and services listed in Table 1. The Project Team will review proposed products for characteristics that satisfy or exceed minimum mandatory specifications. The PTO requires a commercially available solution to its requirements. The purpose of Table 1 is to determine the Offeror's understanding of the requirements.

D) Representative Cost Review

The PTO will evaluate the Offeror's proposal and pricing of the items listed in Table 1, the Evaluation CLIN list. Prices shall be reasonable and realistic with relation to the current marketplace.

Note: In order to be selected, there must be a reasonable expectation that Project Objectives can be achieved within the budget forecast.

Factors A, B, C, and D are listed in descending order of importance. Factors A, B, and C when combined are significantly more important than D. Factor A is more important than Factors B and C combined.

The Project Team will evaluate responses to this PA using the four (4) evaluation factors outlined above. Those Offerors that have the greatest opportunity for award will proceed to Step 5.

Step 5. Evaluation of Offerors determined to have the greatest opportunity for award

Those Offerors that are selected to move to Step 5 will be evaluated using Table 2 along with the supporting commercial documents. The Project Team may choose to conduct a live product test that consists of compatibility and functionality tests within the PTO's infrastructure using PTO's standard baselines before final contract award. Offerors who decline to participate in a live product test will be removed from consideration.

A) Management Plan rating carried over from Step 4.A.

B) Past Performance rating carried over from Step 4.B.

C) Overall Technical Review (replaces Representative Technical Review, Step 4.C)

The Project Team will evaluate the quality, completeness, and degree of commerciality of offered products and services in Table 2. The Project Team will review proposed products for characteristics that satisfy or exceed minimum mandatory specifications. The PTO requires a commercially available solution to its requirements.

D) Overall Cost Review (replaces Representative Cost Review, Step 4.D)

The Project Team will evaluate the Offeror's proposal and pricing of the items listed in Table 2, the CLIN list. Prices shall be reasonable and realistic with relation to the current marketplace.

Step 6. Make "Best Value" Determination and Award Contract

To determine the final overall rating of an Offeror's proposal, the Project Team will use the ratings from factors A and B in Step 4 and the final ratings from factors C and D in Step 5. Factors A, B, C, and D are listed in descending order of importance. Factors A, B, and C when combined are significantly more important than D. Factor A is more important than factors B and C combined.

In evaluating proposals submitted, the Project Team will use a “best value” evaluation to determine which offer is most advantageous to the Government. In making this selection, the Project Team is more interested in obtaining superior management and technical capabilities than in making an award at the lowest cost. The Project Team will also identify risks, benefits, and the likelihood of success associated with the winning proposal. Based on best value to the Government, the Project Team will award the contract. The Project Team reserves the right to make an award without discussions. Therefore, all Offerors are advised to submit their most favorable price and terms in response to this Project Agreement. Offerors not selected will be debriefed in accordance with FAR 15.506.

8. PROPOSAL REQUIREMENTS

A. Management Plan

The Management Plan shall not exceed twenty-five (25) pages in total inclusive of all offeror attachments. A one (1) page executive summary, the Audited and Certified Financial Statement shall not be considered part of the total twenty-five (25) page limit. This description must include, at a minimum:

- 1) Brief history of the Company including infrastructure, resources and strategic plans;
- 2) Specific management plan for this contract;
- 3) Warranty plan including DOA policy, lemon policy, and spares pool;
- 4) Experience delivering large orders to a large metropolitan marketplace;
- 5) Technical resources and expertise necessary to provide support for equipment provided on this contract and to recommend technology upgrades and infusion of new products;
- 6) Audited and Certified Financial Statements (The Offeror shall provide 1998 financial statements certified by independent auditors in accordance with generally accepted accounting principles and auditing standards. Also, include the top five (5) customers and the total value of contracts for each customer, current bank references, and access to working capital/line of credit.);

B. Past Performance

The Past Performance Statement shall not exceed five (5) pages in total inclusive of all offeror attachments. This description must include, at a minimum:

- 1.) Experience in managing similar size requirements and delivering comparable product line;

This section shall demonstrate the Offeror’s experience and ability to provide skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in the Project Objective section of this agreement.

- 2.) List of current or previous contracts;

The Offeror shall provide an active or current point of contact, point of contact’s telephone number, contract title, contract number, period of performance, dollar amount,

and description of the work performed on up to four (4) Government and/or commercial contracts (two (2) most relevant and two (2) largest dollar).

Note:

- It is the intent of the Government to investigate all referenced contracts. However, the Government reserves the right to determine which contracts submitted by the Offeror is relevant to the requirements and to contact only those references.
- The Government reserves the right to use any other references known independently to the Government regarding an Offeror's (including subcontractor's) past performance on any contract.
- By providing the Government the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the Government to contact said individuals.

C. Technical

The Offeror shall provide commercial documents for those items offered in support of CLINs listed in Table 1 and Table 2 as independent submissions from each other. Non-commercial documents shall not be accepted. There is no page limit for this section.

D. Cost

This shall be a fixed-priced indefinite delivery, indefinite quantity (IDIQ) contract. Offerors will provide pricing for each CLIN listed in Table 1 with representative quantities and submit this with their proposal. Offerors will provide pricing for each CLIN listed in Table 2 and submit this with their proposal. Table 1 and Table 2 shall serve as templates for the cost submission. Table 1 and Table 2 of current requirements and any subsequent modifications to this list will be located at the Current Patent and Trademark Office Acquisition Projects page (www.uspto.gov/go/remap/pto/current.htm). It is the responsibility of the Offerors to monitor this page. Two additional pages each pertaining to Table 1 and Table 2 will be accepted.

E. Certifications and Representations/Applicable FAR Clauses

The Certifications and Representations provided at www.uspto.gov/go/remap/pto/desktop/desktop.htm with this Project Agreement will be completed and submitted. For purposes of the solicitation process, the FAR clauses listed at www.uspto.gov/go/remap/pto/desktop/desktop.htm are applicable.

9. SUMMARY

Offerors shall be responsible for accessing the web page, the Current Patent and Trademark Office Acquisition Projects page (www.uspto.gov/go/remap/pto/current.htm), for any changes to this Project Agreement. All changes shall be posted at this location. Offerors who fail to submit the requested information as detailed in Section 8 of the Project Agreement by the due date will not be considered for further evaluation.

In summary, Offerors are required to submit the following in response to the Project Agreement:

- A. Management Plan
- B. Past Performance Statement
- C. Technical
- D. Cost
- E. Certifications and Representations

10. TERM

The term of the project began in January of 1999 when the Project Team was formed and will conclude when closeout functions are completed. The anticipated period of performance of the contract is a one-year base and four one-year option periods.

11. SUBMISSION REQUIREMENTS

The documents shall be submitted in paper form and on a 3.5", high-density diskette or CD formatted for Microsoft® Office 97 for Windows NT and formatted for 8 1/2" by 11" white, untextured paper, single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch. Table 1 and Table 2 are exempt from these restrictions. All documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), June 28, 1999, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Christopher Zeleznik. Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or e-mail. Documents shall be delivered as a single package. Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Department of Commerce
Patent and Trademark Office
Office of Procurement
Box 6
Washington, DC 20231

Courier or Express Mail Service

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202

12. MILESTONES

Close of Business (COB) is designated as 2:00 p.m., Eastern Standard Time (EST).

<u>Milestone</u>	<u>COB Date</u>
Synopsise CBD	March 30, 1999
Amended CBD	April 29, 1999
Publish Project Agreement	May 14, 1999
Pre-proposal Conference	June 3, 1999
Last Day to Submit Questions	June 21, 1999
Responses Due	June 28, 1999
Award Contract	October 7, 1999

13. QUESTIONS AND RESPONSES

Questions pertaining to this Project Agreement shall be submitted electronically to dart@uspto.gov. All questions and responses pertaining to this Project Agreement will be published and made available at the Current Patent and Trademark Office Acquisition Projects page (www.uspto.gov/go/proc/conops/pto/current.htm) . The identity of the author of the question will not be published. All questions regarding this Project Agreement are due by June 21, 1999. Responses will be published within three (3) business days from receipt. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the PTO guarantee that a response will be provided before the proposal due date.

14. INCUMBENT CONTRACTOR

Dovala, Urbancsik, & Larson LLC
3365 Miraloma Avenue, Suite 200
Anaheim, CA 92806
Contract Number: 50-PAPT-6-00041